

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

INTEGRAND ASSURANCE COMPANY

Plaintiff,

v.

EVEREST REINSURANCE COMPANY;  
ODYSSEY REINSURANCE COMPANY;  
CATLIN (XL CATLIN) UNDERWRITING  
INC., MIAMI ON BEHALF OF LLOYD'S  
SYNDICATE 2003, LONDON; SWISS  
REINSURANCE AMERICA  
CORPORATION ARMONK; ALLIED  
WORLD RE ON BEHALF OF LLOYD'S  
SYNDICATE 2232, LONDON; MS AMLIN  
UNDERWRITING LIMITED ON BEHALF  
OF LLOYD'S SYNDICATES 0623, 1084,  
2001, 2010, 2088, 2623, 2791, 4020, and 5678;  
ASPEN INSURANCE UK LIMITED  
TRADING AS ASPEN RE LONDON,  
ENGLAND; LIBERTY SPECIALTY  
SERVICES LTD LIB 4472, PARIS OFFICE  
UNDERWRITING FOR AND ON BEHALF  
OF LLOYD'S SYNDICATE 4472.

Defendants.

Civil No. : 19-01111 (DRD)

RE:

INJUNCTION AND DAMAGES FOR  
BREACH OF ANTITRUST LAWS;  
INSURANCE CODE; UNFAIR  
COMPETITION; DECLARATORY  
JUDGMENT; COLLECTION AND  
DAMAGES.

PLAINTIFF DEMANDS TRIAL BY JURY

**OPPOSITION TO INFORMATIVE MOTION TO ADVISE THE COURT OF AN  
IMPENDING REQUEST FOR THE COURT'S ASSISTANCE UNDER 9 U.S.C. § 5**

**TO THE HONORABLE DANIEL R. DOMÍNGUEZ  
SENIOR, UNITED STATES DISTRICT JUDGE:**

**COMES NOW** plaintiff, Integrand Assurance Company ("**Integrand**"), through its undersigned counsel, and respectfully alleges and prays:

1. On April 19, 2019, Swiss Reinsurance America Corporation ("**Swiss Re**") filed an informative motion before this Court in which it signals its intention to file an

application under Section 5 of the Federal Arbitration Act seeking the Court's appointment of Integrand's party arbitrator. See Docket No. 67 at 4.

2. Swiss Re requests the Court's intervention because the Arbitration Clause's process for arbitral appointments is unworkable. Swiss Re's own allegations state that it followed the process set forth in the Arbitration Clause, and the process failed. See Docket No. 67 at 2-3.
3. The sequence of events Swiss Re narrates is further proof of the ineffectual nature of the Arbitration Clause with regard to its provisions on arbitral appointments, the ambiguity and defects of which were already evident in the ongoing arbitrations with Odyssey Reinsurance Company and Everest Reinsurance Company. Integrand argued precisely this point in its Surreply to Swiss's Reply in Support of its Motion to Dismiss and to Compel Arbitration. See Docket No. 66 at 7-8.
4. It is clear that there is a dispute as to the validity of the Arbitration Clause. In light of that fact, in the event that Swiss Re decides to file an application under Section 5 of the Federal Arbitration Act seeking the Court's appointment of Integrand's party arbitrator, this Honorable Court should refrain from ruling on the application until such time as it determines the enforceability of the Arbitration Clause in dispute. To grant Swiss Re's application before that determination would lend judicial aid to —and implicitly ratify— a dispute resolution process that is not legally valid.

**WHEREFORE**, Integrand informs this Honorable Court of its opposition to Swiss's intention to file an application under Section 5 of the Federal Arbitration Act and requests that

the Court refrain from ruling on any such application until such time as it determines the validity of the Arbitration Clause.

**RESPECTFULLY SUBMITTED.**

In San Juan Puerto Rico, this 3<sup>rd</sup> day of May, 2019.

IT IS HEREBY CERTIFIED that on this same date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all CM/ECF participants in this case.

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